in his lease." On the question of nuisance, Cotton, L.J., remarks at p. 94: "In my opinion it would be wrong to say that the doing something not in itself noxious, is a nuisance because it does harm to some particular trade in the adjoining property, although it would not prejudicially affect any ordinary trade carried on there, and does not interfere with the ordinary enjoyment of life."

PRACTICE—APPLICATION TO ADDUCE FIRST EVIDENCE ON APPEAL—ORD. 58, R. 4—(ONT. R., 585).

Ormison v. *Smith*, 41 Chy.D. 98, is another case in which the novel practice introduced by the Judicature Act is shown to be not always attended with the most benefical results to the suitor. In this case 52 plaintiffs, each having a separate and independent cause of action, joined together in one suit to enforce their rights. Of these, 40 appeared at the trial and gave evidence, and judgment was given in their favour. The other 12 did not appear; an adjournment was asked but refused, there being no evidence to show why they were not present. There being no evidence in favour of the absent 12, they were ordered to pay the costs occasioned the defendants by their being made co-plaintiffs. The 12 appealed, and nine of them on the appeal applied to be allowed to attend and give evidence at the hearing of the appeal, on the ground that at the trial six of them were too ill to attend, two had been travelling and had not received notice of the trial, and one had been called away to nurse a sick friend. But the Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.) were of opinion that none of these grounds were sufficient to warrant the Court in making the order, because the plaintiffs' solicitor was bound to keep up communication with his clients, so as to be able to produce them at the trial, or be able to produce such evidence of their inability to attend as would enable him to obtain an adjournment. Both Cotton and Lopes, L.JJ. indeed being of opinion that as the appellants had given no evidence at all at the trial, their application did not come within the spirit of Ord. 58, r. 4, (Ont., r. 585).

LESSOR AND LESSEE—MISDESCRIPTION OF LESSOR'S TITLE—COMPENSATION.

In *Clayton* v. *Leech*, 41 Chy.D. 103, the right of a lessee to compensation after conveyance of his lessor's title to which the covenants in the lease do not extend, there being no stipulation for compensation in the original contract, was considered. The facts were, that the landlord thinking he had an unexpired term of 32 years, whereas, in fact he had only one for 14 years, agreed with the plaintiff in writing, to grant him a lease for 21 years, nothing being said about compensation. The plaintiff accepted the lease for 21 years, and a year afterwards, on attempting to sell it, it was discovered that the defendant had only an unexpired term of 13 years. The plaintiff then claimed compensation; this the defendant declined to give, but offered to execute a new lease for the unexpired term, less three days. The action was then brought for rectification of the lease, and compensation; but the Court of Appeal (Cotton, Lindley, and Brown, L.JJ.) agreed with Kekewich, J., that as the compensation was claimed in respect of a defect in